



September 26, 2014

FILED ELECTRONICALLY

The Honorable Jocelyn G. Boyd
Clerk
South Carolina Public Service Commission
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RE: Total Maintenance Solutions South, Inc., Petitioner v. Windstream
Communications, Inc., Respondent
Docket No. 2014-354-C

Dear Ms. Boyd:

I am representing Windstream Communications, Inc. ("Windstream") in this matter. Please allow this letter to serve as Windstream's Answer/Response to the Complaint of the Petitioner Total Maintenance Solutions South, Inc. ("Petitioner"). Windstream does not deny the facts as alleged in the Complaint, but would additionally point out 1) that Windstream never billed Petitioner for the installation of new services at its Houston, TX location referenced in the Complaint; and 2) Petitioner received, and continues to receive, services from Windstream at the Taylors, SC and Houston, TX locations that are separate and apart from the new services referenced in the Complaint. Accordingly, Windstream provides those services to Petitioner under two separate contracts.

The relief Petitioner seeks is "to be released from all contracts for both the Taylors, SC and Houston, TX locations." These existing service contracts (about which Petitioner has raised no dispute) require Petitioner to pay fees for early termination. Windstream denies that it is obligated to waive all early termination fees associated with these contracts, but has indicated to the South Carolina Office of Regulatory Staff (ORS) its willingness to discuss the possibility of a partial waiver of these fees.

Sincerely,

s/ John J. Pringle, Jr.

John J. Pringle, Jr.

cc: C. Lessie Hammonds, Esq./Andrew Bateman, Esq.(via electronic mail service)
Carroll H. Roe, Esquire (via first-class and electronic mail service)
Mr. James Lloyd (via electronic mail service)